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Attorneys for Plaintiffs  
CNEX LABS, INC. and YIREN HUANG

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

YIREN HUANG, an individual, and CNEX  
LABS, INC., a Delaware corporation,

Plaintiffs,

v.

FUTUREWEI TECHNOLOGIES, INC., a Texas  
corporation; HUAWEI TECHNOLOGIES CO.,  
LTD., a Chinese corporation, and DOES 1  
through 10,

Defendants.

Case No.: 5:18-cv-00534-BLF

**DECLARATION OF YIREN RONNIE  
HUANG OPPOSITION TO MOTION TO  
DISMISS**

Date: June 21, 2018  
Time: 9:00 a.m.  
Dept: Courtroom 3, 5<sup>th</sup> Floor  
Judge: Hon. Beth Labson Freeman

1 I, Yiren Ronnie Huang, do hereby declare as follows:

2 1. I am the Chief Technology Officer at CNEX Labs, Inc. I am a co-founder of the  
3 company and a member of its board of directors. I have personal knowledge of the facts stated in  
4 this declaration and, if called to do so, I could and would competently testify thereto.

5 2. I live in Santa Clara County, California and have lived there since approximately  
6 January, 1989.

7 3. In late 2010 while working in San Jose, Futurewei began recruiting me to join their  
8 USA R&D Headquarters in Santa Clara, California. All of the interviews I had with Futurewei  
9 personnel, in person or by video conference, occurred at Futurewei's offices in Santa Clara,  
10 California.

11 4. During the time that Futurewei was recruiting me, I always understood that if I  
12 joined Futurewei, I would be based out of the Santa Clara facilities and that I would report to  
13 managers there. While I understood that the job I was being considered for would potentially  
14 involve some travel to China, there was never a mention of me being required to travel to Texas  
15 for any reason. During the recruiting process, Futurewei and I discussed the possibility of  
16 assigning certain of my previously developed intellectual property rights to Futurewei, but did not  
17 end up doing so in connection with my joining the company.

18 5. Futurewei eventually invited me to join the company, and sent me an offer letter  
19 on December 22, 2010. **Exhibit A** is a copy of the December 22, 2010 offer letter ("Futurewei  
20 Offer Letter" or "Offer Letter"). The Offer Letter stated "This letter is a final and integrated  
21 agreement with respect to the at-will nature of our employment relationship and regarding the  
22 terms of employment." I therefore understood the Futurewei Offer letter to reflect the material  
23 terms of our agreement, including base salary, terms of the company's bonus program and  
24 eligibility for Futurewei benefits. The Offer Letter mentions the Employment and Confidentiality  
25 Agreement, which based on its name, I understood would contain typical confidentiality  
26 obligations. There was no mention that the agreement would include a forum-selection clause or  
27 any clause requiring me to assign all of my inventions relating to Futurewei's business for one  
28 year after I left the company. I had no reason to believe, and did not expect, that it would contain

1 a forum-selection clause, or any other provisions other than typical confidentiality provisions. At  
2 the time I received the Offer Letter, I did not anticipate that I would be expected to litigate any  
3 future disputes in Texas.

4 6. I accepted the terms of the Offer Letter and left my prior job. My first day of  
5 employment at Futurewei was in mid-January 2011 at Futurewei's USA R&D Headquarters in  
6 Santa Clara. At that time, I had not seen the Employment Agreement, and had not been informed  
7 of its terms other than what was said about them in the Offer Letter. I was never informed before  
8 joining Futurewei that Futurewei would impose significantly different terms as a condition of my  
9 continued employment.

10 7. After I had quit my previous job and began employment at Futurewei, I was asked  
11 to attend a new hire orientation session. During the session, I was presented for the first time  
12 with an Employment Agreement. I was required to sign the agreement in order to maintain my  
13 employment at Futurewei. Although I signed the Employment Agreement, I do not recall seeing  
14 the term "governing law" or "exclusive forum" and they were not pointed out to me by anyone at  
15 the training session.

16 8. I do not recall being given a copy of the Employment Agreement prior to the new  
17 hire orientation session where I was required to sign it, and was not permitted nor encouraged to  
18 consult with an attorney before signing it. I was given no opportunity to investigate, and was not  
19 made aware that any of the terms in the Employment Agreement were contrary to California law  
20 or policy.

21 9. I have been unable to locate, and believe I was not provided with, a copy of the  
22 Employment Agreement, until Futurewei, through its counsel, attached a copy of it to the July  
23 2016 letter seeking to enforce that agreement. As a result I did not provide it to CNEX or make  
24 anyone at CNEX aware of its terms.

25 10. While employed by Futurewei, I was always based in its USA R&D Headquarters  
26 in Santa Clara, and I reported to Xian Jun Wang, whom I understood was based at various times  
27 in California or in China, but not in Texas. The work I performed for Futurewei was done  
28 primarily at Futurewei's offices in Santa Clara, though I traveled occasionally to China in

1 connection with my job duties. To my knowledge, I have never been to the Eastern District of  
2 Texas either in connection with my job at Futurewei or otherwise.

3 11. In late spring of 2013, I terminated my employment at Futurewei and began  
4 working at CNEX.

5 12. More than three years after I left Futurewei, I received a letter dated July 29, 2016  
6 from Futurewei's outside counsel demanding that I assign certain patents to Futurewei—patents I  
7 had already assigned to CNEX in my capacity as an employee of that company. I have conducted  
8 a thorough search of my records and that is the only copy of the Employment Agreement I have.

9 13. Between September, 2016 and December, 2017, Futurewei, CNEX and I entered  
10 into a series of Confidentiality and Standstill Agreements, in order to facilitate a discussion  
11 between the parties in an attempt to resolve the dispute between them, which provided in part,  
12 that the parties agreed not to file suit against each other related to their dispute unless the  
13 standstill agreement was terminated with a specified amount of notice.

14 14. On December 23, 2017, counsel for Futurewei provided notice that it intended to  
15 terminate the operative Confidentiality and Standstill Agreement.

16  
17 I declare under penalty of perjury under the laws of the United States that the foregoing is  
18 true and correct to the best of my knowledge.

19 Executed at San Diego, California this 13th day of March, 2018.

20  
21 /s/ Yiren Ronnie Huang  
22 Yiren Ronnie Huang  
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**ATTESTATION**

I, Michael J. Sacksteder, am the ECF User whose identification and password are being used to file the **DECLARATION OF YIREN RONNIE HUANG IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION TO COORDINATE AND TO STAY DISCOVERY**. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have concurred in this filing.

Dated: March 14, 2018

By: /s/ Michael J. Sacksteder  
Michael J. Sacksteder

FENWICK & WEST LLP  
ATTORNEYS AT LAW

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on March 14, 2018.

/s/ Michael J. Sacksteder  
Michael J. Sacksteder

FENWICK & WEST LLP  
ATTORNEYS AT LAW